

AMENDMENT

BETWEEN

ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS

AND

TW TELECOM OF ILLINOIS LLC



Signature: eSigned - Tina Davis

Signature: eSigned - William A. Bockelman

Name: eSigned - Tina Davis
(Print or Type)

Name: eSigned - William A. Bockelman
(Print or Type)

Title: Sr. VP and General Counsel
(Print or Type)

Title: Director
(Print or Type)

Date: 22 Nov 2013

Date: 22 Nov 2013

tw telecom of illinois llc
By: tw telecom holdings inc., its sole member

Illinois Bell Telephone Company d/b/a AT&T
ILLINOIS by AT&T Services, Inc., its authorized agent

**AMENDMENT TO THE AGREEMENT
BETWEEN
TW TELECOM OF ILLINOIS LLC
AND
ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS**

This Amendment (the "Amendment") amends the Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 by and between ILLINOIS BELL TELEPHONE COMPANY d/b/a **AT&T ILLINOIS** ("**AT&T ILLINOIS**") and tw telecom of illinois llc ("**CLEC**"). **AT&T ILLINOIS** and **CLEC** are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, **AT&T ILLINOIS** and **CLEC** are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1934, as amended (the "Act"), approved December 5, 2012 and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to modify certain rates and terms related to Emergency Number Service Access; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The rates for Emergency Number Service Access in Exhibit A attached supersede the corresponding recurring and nonrecurring rates for ANI/ALI/SR and Database Management.
2. **AT&T ILLINOIS** shall no longer provide ANI/ALI/SR and Database Management Access Routing Files, also known as the Master Street Address Guide (MSAG), via CD-ROM, and the CD-ROM rate in the Pricing Sheet is deleted.
3. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this paragraph 3.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. This Amendment shall be filed with and is subject to approval by the Illinois Commission and shall become effective ten (10) days following approval by such Commission.

PRICING SHEETS

Exhibit A

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management	OE9XX	9S89X			\$ 517.97		
5	IL	EMERGENCY NUMBER SERVICES	Emergency Number Service Access - ANI/ALI/SR and Database Management - Per 100 Records or part thereof	OE9XX	9S89X		\$ 3.82			100 Records or part thereof